

EXHIBIT C

EXHIBIT C

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

LHF PRODUCTIONS, INC., a Nevada
Corporation,

Plaintiff,

vs.

MARIA GONZALEZ, an individual;
BRIAN KABALA, an individual; JOHN
KOEHLI, an individual; DANIEL
O'CONNELL, an individual; DONALD
PLAIN, an individual; ANTE SODA, an
individual; MATTHEW STEWART, an
individual; and JOHN AND JANE DOES.

Defendants

BRIAN KABALA, an individual;

Counter-Plaintiff,

vs.

LHF PRODUCTIONS, INC., a Nevada
Corporation,

Counter-Defendant,

Case No.: 2:16-cv-02028-JAD-NJK

**[PROPOSED] PROTECTIVE ORDER
REGARDING SOURCE CODE**

[PROPOSED] PROTECTIVE ORDER REGARDING SOURCE CODE

1. All Litigation Material designated or reflecting CONFIDENTIAL SOURCE CODE — ATTORNEYS' EYES ONLY INFORMATION, as defined below, shall be used solely for the purposes of preparation, trial and appeal of this “Action” as identified in the above caption and for no other purpose, absent further order of the Court. While nothing herein shall prevent or in any way limit disclosure, use, or dissemination of any document, thing, or information that is in and obtained from the public domain sources, no line or lines of Source Code disclosed in connection with this Protective Order may be publicly disclosed nor may any party receiving any CONFIDENTIAL SOURCE CODE — ATTORNEYS' EYES ONLY INFORMATION under this Protective Order (“Receiving Party”) take any action before any tribunal in connection with this Action to designate any portion of any such Source Code received under this Protective Order

1 as public domain whether the Receiving Party or its Qualified Consultant or Qualified Expert
2 believe any such portion or line of Source Code is derived from or is in fact a part of the public
3 domain.

4 2. "Source Code" shall mean source code and object code. For avoidance of doubt,
5 this includes source files, make files, intermediate output files, executable files, header files,
6 resource files, library files, module definition files, map files, object files, linker files, browse info
7 files, and debug files. Source Code does not include documents that describe source code or object
8 code, such as hardware reference specifications, software reference specifications, application
9 programming interface ("API") specifications, technical specifications, and other presentations
10 about how source code or object code is built, organized, engineered, designed or developed,
11 except to the extent that any such document incorporates source code and/or object code, in which
12 case that portion of such document qualifies as Source Code.

13 3. "CONFIDENTIAL SOURCE CODE — ATTORNEYS' EYES ONLY
14 INFORMATION" hereinafter shall mean material that constitutes or contains Source Code.

15 4. All CONFIDENTIAL SOURCE CODE — ATTORNEYS' EYES ONLY
16 INFORMATION shall be carefully and securely maintained by the Receiving Party and access to
17 such shall be permitted only to persons having access thereto under the terms of this Protective
18 Order. CONFIDENTIAL SOURCE CODE — ATTORNEYS' EYES ONLY INFORMATION
19 shall be stored at the offices or facilities (including any servers or databases) of the Receiving
20 Party only consistent with the terms of this Protective Order. In the event that any SOURCE
21 CODE QUALIFIED PERSON ceases to be engaged in the litigation of this Action, access by
22 such person to CONFIDENTIAL SOURCE CODE — ATTORNEYS' EYES ONLY
23 INFORMATION shall be terminated. The provisions of this Protective Order, however, shall
24 otherwise remain in full force and effect as to such SOURCE CODE QUALIFIED PERSON.

25 5. SOURCE CODE QUALIFIED PERSONS as used herein shall include any
26 SOURCE CODE QUALIFIED CONSULTANT AND EXPERT.

27 6. A proposed SOURCE CODE QUALIFIED CONSULTANT AND EXPERT may
28 only receive CONFIDENTIAL SOURCE CODE — ATTORNEYS' EYES ONLY

1 INFORMATION after being expressly identified to the Producing Party by the service of a
2 completed Exhibit A as seeking access to CONFIDENTIAL SOURCE CODE — ATTORNEYS'
3 EYES ONLY INFORMATION. A Producing Party shall have seven (7) calendar days from the
4 date of facsimile or electronic mail service of the materials and information served, plus three (3)
5 additional calendar days if service is made by U.S. mail or overnight delivery (such as Federal
6 Express), to object to a proposed Qualified Consultant or Qualified Expert. Such objection must
7 be for good cause, stating with particularity the reasons for the objection, and must be in writing
8 served on all Parties. Failure to object within the period referenced in this Paragraph shall
9 constitute approval but shall not preclude the non-objecting Party from later objecting to
10 continued access upon becoming aware of information of which the Producing Party was
11 previously unaware supporting a basis for objection. If a written notice of objection is served, no
12 disclosure or no further disclosure shall be made to the proposed Qualified Consultant or Qualified
13 Expert until the objection is resolved by agreement or by an order of the Court.

14 7. The Producing Party objecting to the disclosure bears the burden of seeking an
15 order of the Court and must demonstrate under applicable law why the proposed Qualified
16 Consultant, or Qualified Expert should not be permitted to receive CONFIDENTIAL SOURCE
17 CODE — ATTORNEYS' EYES ONLY INFORMATION. The objecting Producing Party must
18 seek an order of the Court within fourteen (14) calendar days of serving its objection. Failure to
19 seek an order of the Court shall constitute approval but shall not preclude the non-objecting Party
20 from later objecting to upon becoming aware of information of which the Producing Party was
21 previously unaware supporting a basis for objection.

22 8. The failure of a Producing Party to object to the receipt of its CONFIDENTIAL
23 SOURCE CODE — ATTORNEYS' EYES ONLY INFORMATION by a person designated by a
24 Receiving Party shall in no way prejudice the Producing Party's right to later move to exclude
25 such person's testimony or written report on grounds other than the propriety of such person's
26 access to the Producing Party's CONFIDENTIAL SOURCE CODE — ATTORNEYS' EYES
27 ONLY INFORMATION.

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1 9. CONFIDENTIAL SOURCE CODE — ATTORNEY'S EYES ONLY
2 INFORMATION shall be subject to the additional protections of this Paragraph.

- 3 a. Nothing in this Protective Order shall obligate the Parties to produce any Source
4 Code, nor act as an admission that any particular Source Code is discoverable.
- 5 b. Access to Source Code will be given only to SOURCE CODE QUALIFIED
6 PERSONS.
- 7 c. Access to Source Code shall be provided on one “stand-alone” computer (that is,
8 the computer may not be linked to any network, including a local area network
9 (“LAN”), an intranet, or the Internet and may not be connected to any printer or
10 storage device other than the internal hard disk drive of the computer) (each such
11 configured computer is hereinafter referred to as a “Secure Computer”). Each
12 Secure Computer shall be kept in a secure location at the offices of the Producing
13 Party's Outside Litigation Counsel's office in Las Vegas, Nevada or at such other
14 location as the Producing and Receiving Parties mutually agree (the “Inspection
15 Room”). Each Secure Computer may be password protected and shall have the
16 Source Code stored on a hard drive contained inside the Secure Computer. The
17 Producing Party shall produce Source Code in computer searchable format on each
18 Secure Computer. Each Secure Computer shall, at the Receiving Party's request,
19 include reasonable analysis tools appropriate for the type of Source Code. The
20 Receiving Party shall be responsible for providing the tools or licenses to the tools
21 that it wishes to use to the Producing Party so that the Producing Party may install
22 such tools on the Secure Computers. Each Secure Computer shall include a printer
23 of commercially reasonable speeds. The Receiving Party may make hard copy
24 print outs (on the provided paper) from the printer connected to each Secure
25 Computer at the time of review. Absent written agreement of the Producing Party,
26 or Court order, no more than five hundred (500) total pages of the Source Code
27 shall be printed or requested by the Receiving Party. At end of each day, Producing
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1 Party shall collect the printouts made by the Receiving Party and shall Bates label
2 and produce copies of the printouts to Receiving Party within a reasonable time.

3 d. The Receiving Party shall make reasonable efforts to restrict its requests for access
4 to the Secure Computers to normal business hours, which for purposes of this
5 Paragraph shall be 9:00 a.m. through 5:00 p.m. Upon reasonable notice from the
6 Receiving Party, which shall not be less than three (3) business days in advance,
7 the Producing Party shall make reasonable efforts to accommodate the Receiving
8 Party's request for access to the Secure Computers outside of normal business
9 hours. The parties reserve their rights to request access to the Source Code at the
10 site of any hearing or trial.

11 e. All SOURCE CODE QUALIFIED PERSONS who will review Source Code on
12 behalf of a Receiving Party shall be identified in writing to the Producing Party at
13 least seven (7) business days in advance of the first time that such person reviews
14 such Source Code. The Producing Party shall provide these individuals with
15 information explaining how to start, log on to, and operate the Secure Computers
16 in order to access the produced Source Code on the Secure Computers.

17 f. No person other than the Producing Party may alter, dismantle, disassemble or
18 modify any Secure Computer in any way, or attempt to circumvent any security
19 feature of any Secure Computer.

20 g. SOURCE CODE QUALIFIED PERSONS may not use cellular telephones,
21 tablets, cameras, laptop computers, and/or similar devices in the Inspection Room.
22 The Producing Party shall make reasonable efforts to provide a separate room
23 where SOURCE CODE QUALIFIED PERSONS may use these devices during
24 their inspection of the Source Code.

25 h. Hard copy printouts of Source Code shall be maintained by the Receiving Party's
26 Outside Litigation Counsel or by SOURCE CODE QUALIFIED PERSONS in a
27 secured locked area. The Receiving Party may also temporarily keep the print outs
28 at: (i) the Court for any proceedings(s) relating to the Source Code, for the dates

1 associated with the proceeding(s); (ii) the sites where any deposition(s) relating to
 2 the Source Code are taken, for the dates associated with the deposition(s); and (iii)
 3 any intermediate location reasonably necessary to transport the print outs (e.g., a
 4 hotel prior to a Court proceeding or deposition). No further hard copies of such
 5 Source Code shall be made and the Source Code shall not be transferred into any
 6 electronic format or onto any electronic media except that: 1. The Receiving Party
 7 is permitted to make the number of copies required for use in connection with a
 8 Court filing, hearing, or trial — taking into account the Court's procedural
 9 requirements and the needs of the Court, counsel, and any applicable witness to
 10 see the exhibits — and of only the specific pages deemed in good faith to be
 11 reasonably necessary for deciding the issue for which the portions of the Source
 12 Code are being filed or offered. To the extent portions of Source Code are quoted
 13 in a Court filing, either (1) the entire document will be stamped and treated as
 14 CONFIDENTIAL SOURCE CODE — ATTORNEY'S EYES ONLY
 15 INFORMATION; or (2) those pages containing quoted Source Code will be
 16 separately stamped and treated as CONFIDENTIAL SOURCE CODE —
 17 ATTORNEY'S EYES ONLY INFORMATION; 2. Electronic copies of Source
 18 Code printouts may be made only as necessary to create documents which,
 19 pursuant to the Court's rules, procedures and order, must be filed or served
 20 electronically.

- 21 i. Nothing in this Protective Order shall be construed to limit how a Producing Party
 22 may maintain material designated as CONFIDENTIAL SOURCE CODE —
 23 ATTORNEY'S EYES ONLY INFORMATION.
- 24 j. Outside Litigation Counsel for the Receiving Party with custody of
 25 CONFIDENTIAL SOURCE CODE — ATTORNEY'S EYES ONLY
 26 INFORMATION shall maintain a source code log containing the following
 27 information: (1) the date and time access CONFIDENTIAL SOURCE CODE —
 28 ATTORNEY'S EYES ONLY INFORMATION began and ended; (2) the identity

of the person or people accessing the source code; and (3) the location the
CONFIDENTIAL SOURCE CODE — ATTORNEY'S EYES ONLY
INFORMATION was accessed from. Outside Litigation Counsel for the
Receiving Party will produce, upon request, each such source code log to the
Producing Party within sixty (60) days of the final determination of this Action.

10. Any person who obtains, receives, has access to, or otherwise learns, in whole or
in part, CONFIDENTIAL SOURCE CODE — ATTORNEY'S EYES ONLY INFORMATION
herein shall not prepare, prosecute, supervise, or assist in the preparation or prosecution of any
patent application, reexamination procedures, or reissue procedures, or write code, source code,
develop or design software and computer programs relating to the CONFIDENTIAL SOURCE
CODE — ATTORNEY'S EYES ONLY INFORMATION.

DATED this 22nd day of June 2018.

STIPULATED TO BY:

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Attorney for Counter-Plaintiff Brian Kabala

IT IS SO ORDERED

Dated _____, 2018.

UNITED STATES MAGISTRATE JUDGE

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF NEVADA

3 LHF PRODUCTIONS, INC., a Nevada
4 Corporation,

5 Plaintiff,

6 vs.

7 MARIA GONZALEZ, an individual;
8 BRIAN KABALA, an individual; JOHN
9 KOEHLI, an individual; DANIEL
O'CONNELL, an individual; DONALD
PLAIN, an individual; ANTE SODA, an
individual; MATTHEW STEWART, an
individual; and JOHN AND JANE DOES.

10 Defendants

11 _____
12 BRIAN KABALA, an individual;

13 Counter-Plaintiff,

14 vs.

15 LHF PRODUCTIONS, INC., a Nevada
16 Corporation,

17 Counter-Defendant,
18 _____

Case No.: 2:16-cv-02028-JAD-NJK

**EXHIBIT A TO [PROPOSED]
PROTECTIVE ORDER REGARDING
SOURCE CODE**

18 **EXHIBIT A**

19 **Qualified Consultant Or Qualified Expert**

20
21 I, _____, declare under
22 penalty of perjury that:

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24 My address is:

25 _____
26 _____
27 _____
28 _____

1 My present employer is _____, and the address of my
2 present employment is:

3 _____
4 _____
5 _____

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7 My present occupation or job description is

8 _____
9 _____
10 _____.

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12 I have attached hereto my current curriculum vitae and, to the best of my knowledge, a
13 complete list of any present or former relationships or engagements between myself and any Party
14 to the above-captioned action (the "Action") or any known competitor thereof.

15 I hereby acknowledge that I have read the "Protective Order Regarding Source Code"
16 ("PROTECTIVE ORDER") in this Action, that I am familiar with the terms thereof, and that I
17 agree to be bound by the terms thereof.

18 I hereby acknowledge that, pursuant to the PROTECTIVE ORDER, I may receive
19 information designated as CONFIDENTIAL SOURCE CODE — ATTORNEY'S EYES ONLY
20 INFORMATION (collectively, "DESIGNATED INFORMATION") in this Action, and certify
21 my understanding that such information is provided to me pursuant to the terms and restrictions
22 of the PROTECTIVE ORDER. I agree not to reveal any DESIGNATED INFORMATION or any
23 notes containing DESIGNATED INFORMATION to anyone not authorized to receive such
24 information pursuant to the terms of the PROTECTIVE ORDER, and I agree not to use, directly
25 or indirectly, or allow the use of any DESIGNATED INFORMATION for any purpose other than
26 directly associated with my duties in this litigation.

27 I understand that I am to retain all copies of the materials that I receive which have been
28 designated as containing or reflecting DESIGNATED INFORMATION in a container, cabinet,

1 drawer, room or other safe place in a manner consistent with the PROTECTIVE ORDER. I
2 understand that all copies of any such materials are to remain in my custody until the Conclusion
3 of this Action or the completion of my assigned duties, whereupon the copies are to be destroyed
4 or returned to the Producing Party. Such return or destruction shall not relieve me from the
5 obligations imposed upon me by the PROTECTIVE ORDER. I also agree to notify any support
6 personnel (such as paralegals, administrative assistants, secretaries, clerical and administrative
7 staff) that they may not access CONFIDENTIAL SOURCE CODE — ATTORNEY'S EYES
8 ONLY INFORMATION pursuant to the terms of the PROTECTIVE ORDER.

9 I understand that I shall be subject to the jurisdiction of the U.S. District Court for the
10 District of Nevada in any proceeding relating to my performance under, compliance with, or
11 violation of the PROTECTIVE ORDER.

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13 Signature: _____

14 Date: _____
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